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Debra DeBerry

Clerk of Superior Court
DeKalb County, Georgia

After Recording Return to:
Hitch Law LLC
ATTN: Scott E. Hitch Esq.
325 Watercress Drive
Roswell, GA 30076

CROSS-REFERENCE:
County: DeKalb Co.
Deed Book: 25330
Page(s): 771

Environmental Covenant

This instrument is an Environmental Covenant executed pursuant to the Georgia Uniform Environmental Covenants Act, O.C.G.A. § 44-16-1 *et seq.*, as may be amended from time to time (hereinafter "Act"). This Environmental Covenant is entered into by the entities executing this Environmental Covenant and subjects the property identified below to the activity and/or use limitations and other requirements. This Environmental Covenant further grants such other rights in favor of EPD as set forth herein.

Fee Simple Owner(s)/Grantor(s): SRPF A/2700 Apple Valley, LLC
1180 West Peachtree Street
Suite 500
Atlanta, GA 30309

**Grantee/Entity with
express power to enforce:** State of Georgia
Department of Natural Resources
Environmental Protection Division ("EPD")
2 Martin Luther King Jr. Drive, SE
Suite 1456 East Tower
Atlanta, GA 30334

Subject Property

The property subject to this Environmental Covenant is a tract of approximately 3.282 acres of real property located at 2700 Apple Valley Road, Brookhaven, DeKalb County, Georgia, which is further identified by the tax parcel ID number(s) below (hereinafter "Property"). The Property was conveyed on December 29, 2015 by Limited Warranty Deed to SRPF A/2700 Apple Valley, LLC; such conveyance is recorded in Deed Book 25330, Page 771, of the DeKalb County deed records; and by Quitclaim Deed recorded in Deed Book 25330, Page 779, aforesaid Records. The Property is located in Land Lot 241 of the 18th District of DeKalb County, Georgia.

The tax parcel of the Property is 18 241 15 014, of DeKalb County, Georgia.

A legal description of the Property is attached as Exhibit A and a map of the Property is attached as Exhibit B.

The Restricted Use Zone ("RUZ") at the Property that will be subject to the activity and use limitations described herein is an area approximately 5,972.64 square feet, or 0.137 acres, lying entirely within the Property. A survey performed by a licensed surveyor showing the Property and the RUZ is attached as Exhibit B1.

Environmental Covenant Runs with the Land and is Perpetual

Pursuant to the Act, this Environmental Covenant shall run with the land and shall be perpetual unless terminated or amended pursuant to terms herein or in accordance with provisions of the Act. This Environmental Covenant shall be binding upon SRPF A/2700 Apple Valley, LLC, and all successors, assigns and transferees of any interest in the Property or any portion thereof.

Administrative Records

This Environmental Covenant imposes activity and/or use limitations and other requirements on the Property that arise under corrective action performed and/or being performed at the 2700 Apple Valley Road Brownfield site. Records pertaining to this corrective action are available at the following EPD location(s):

Georgia Environmental Protection Division
Response and Remediation Program
2 Martin Luther King, Jr. Dr. SE
Suite 1054, East Tower
Atlanta, GA 30334
Monday-Friday 8:00 AM to 4:30 PM, excluding state holidays

Activity and Use Limitations. The Property is subject to the following activity and/or use limitations:

- A. Real Property. The RUZ shall be used only for non-residential uses, as defined in Section 391-3-19-.02 of the Rules of the Georgia Department of Natural Resources, as set forth as of the date of this Environmental Covenant. Any residential use on the RUZ shall be prohibited.
- B. Groundwater. The use or extraction of groundwater beneath the Property for drinking water or other potable uses shall be prohibited.

The use or extraction of groundwater from the Property for any other purpose besides site characterization is prohibited unless conducted under a plan approved in writing by EPD.

- C. **Interference with Remedy.** Any work within the RUZ where sub-surface soils are to be disturbed, including excavation, construction, utility installation, or maintenance, shall be performed by informed and properly trained personnel using appropriate personal protection equipment in accordance with rules established by the federal Occupational Safety and Health Administration, particularly related to any potential exposure to pesticides or volatile organic compounds. Engineering controls in the RUZ include a concrete cap overlying soil with regulated chemicals above nonresidential risk reduction standards, which overlies an engineered vapor barrier with a passive venting system with discharge above the roofline. Storm water lines draining the building roof drains, with secondary containment, run through the RUZ.

Other Requirements. The Property is subject to the following additional requirements.

- A. **Notice of Limitations and Requirements in Future Conveyances.** Each instrument hereafter conveying any interest in the Property or any portion thereof that may affect the activity and use limitations described herein shall include a statement that the Property is subject to this Environmental Covenant (and any amendments thereto), the location (County, Deed Book and Page) in the deed records where this Environmental Covenant (and any amendments thereto) is recorded and a copy of this Environmental Covenant (and any amendments thereto).
- B. **Notice to EPD of Future Conveyances.** Within thirty (30) days after each conveyance of a fee simple interest in the Property or any portion thereof, a notice shall be sent to EPD. The notice shall include the new owner's name, address, telephone number and other pertinent contact information, the date of the conveyance and the location (County, Deed Book and Page) where the conveyance is recorded, and, if the conveyance is a portion of the Property, a survey map showing the boundaries of the real property conveyed.
- C. **Notice of Change of Use.** If such activity will materially affect any required monitoring or maintenance of any institutional or engineering controls described herein, the owner of the Property must provide to EPD thirty (30) days' advance written notice of the owner's intent to

- change the use of the Property, to apply for a building permit for construction at the Property, or to perform any site work.
- D. Monitoring and Maintenance. The RUZ is subject to the monitoring and maintenance requirements set forth in the Compliance Status Report for the Property, dated December 15, 2017, or as amended.

Environmental Covenant Does Not Authorize Use Otherwise Prohibited

Pursuant to the Act, this Environmental Covenant shall not be construed to authorize a use of the Property that is otherwise prohibited by zoning, ordinance, local law or general law or by a recorded instrument that has priority over this Environmental Covenant.

Rights of Access and Enforcement

Authorized representatives of EPD shall have the right to enter the Property at reasonable times in connection with implementation, compliance, or enforcement of this Environmental Covenant, including but not limited to the right to conduct inspections, examine related records, or to take samples.

This Environmental Covenant shall be enforceable by EPD as provided in the Act. Such rights of access and enforcement herein shall not limit EPD's authority under other applicable law.

No Interest in Real Property in EPD

EPD's rights under this Environmental Covenant and the Act shall not be considered an interest in real property.

Recording of Environmental Covenant and Service on Other Persons

Within thirty (30) days after execution of this Environmental Covenant by the Director of EPD, SRPF A/2700 Apple Valley, LLC shall record the Environmental Covenant in every county in which any portion of the Property is located in accordance with the law governing the recording and priority of interests in real property. Upon recording of the Environmental Covenant, SRPF A/2700 Apple Valley, LLC shall provide in a manner deemed acceptable by EPD a copy of the executed, recorded Environmental Covenant to each of the persons or entities identified in O.C.G.A. § 44-16-7.

Representations and Warranties by Grantor(s). SRPF A/2700 Apple Valley, LLC, represents and warrants that all of the following are true and correct:

- A. SRPF A/2700 Apple Valley, LLC holds fee simple title to the Property.
- B. SRPF A/2700 Apple Valley, LLC has the authority to enter into this Environmental Covenant, has the authority to grant any rights granted by it within, has the ability to carry out the obligations described within and, based upon information and belief after reasonable inquiry, does not know of any anticipated material change in the practices, ownership, or authority of SRPF A/2700 Apple Valley, LLC that will alter this representation and warranty.
- C. The execution and delivery of this Environmental Covenant and carrying out the obligations described within will not conflict with any of the provisions of the organizational documents, operating agreement of SRPF A/2700 Apple Valley, LLC nor will it violate, contravene and/or constitute a breach or default under any agreement, contract, order or instrument to which SRPF A/2700 Apple Valley, LLC is a party or by which SRPF A/2700 Apple Valley, LLC may be bound.
- D. There are no persons with existing interests other than fee simple in the Property.
- E. This Environmental Covenant does not authorize a use of the Property that is otherwise prohibited by zoning, ordinance, local law or general law or by a recorded instrument that has priority over this Environmental Covenant.
- F. At least thirty (30) days prior to presenting this Environmental Covenant to EPD for execution, SRPF A/2700 Apple Valley, LLC served a copy of the proposed final text of this Environmental Covenant on all persons or entities required to be noticed in accordance with O.C.G.A. § 44-16-7.

Submission of Required Documents and Communications

Documents and communications required by this Environmental Covenant shall be submitted to:

Georgia Environmental Protection Division
 Branch Chief
 Land Protection Branch
 2 Martin Luther King Jr. Drive SE
 Suite 1054 East Tower
 Atlanta, GA 30334

EPD's Environmental Covenants Registry

This Environmental Covenant and any amendment thereto or termination thereof may be included in EPD's registry for environmental covenants.

Severability

Should any provision of this Environmental Covenant be found by a court of competent jurisdiction to be invalid and/or unenforceable in any respect, the remaining provisions shall continue in full force and effect.

Effective Date

This Environmental Covenant shall be effective on the date the fully executed Environmental Covenant is recorded in accordance with O.C.G.A. § 44-16-8(a).

Grantor

SRPF A/2700 Apple Valley, LLC

(Signature)

Ben Hautt

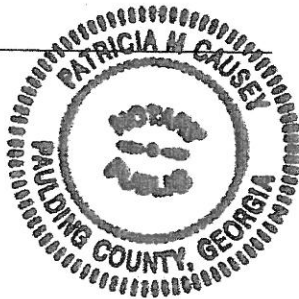
Vice President

Signed in the presence of:

Unofficial Witness (signature)

Barclay Dunn
Unofficial Witness (print name)State of Georgia
County of PauldingThis instrument was acknowledged
before me this 25 day of OCTOBER,
2014, by _____.☒ Personally Known
☐ Produced IdentificationPatricia M. Causey
Notary Public (Signature)My Commission Expires: April 21, 2019

(NOTARY SEAL)



For the Environmental Protection Division, Department of Natural Resources, State of Georgia, this 17th day of December, 2018:

R. Dunn
(Signature)

Signed in the presence of:

Rick Dunn

Director, Environmental Protection Division

Sydney Brogden
Unofficial Witness (signature)

Sydney Brogden
Unofficial Witness (print name)

State of Georgia
County of Fulton

This instrument was acknowledged before me this 17 day of December 2018 by Richard E. Dunn

☒ Personally Known
☐ Produced Identification

Tamara C. Fischer
Notary Public (Signature)

My Commission Expires: 7-27-2022

(NOTARY SEAL)

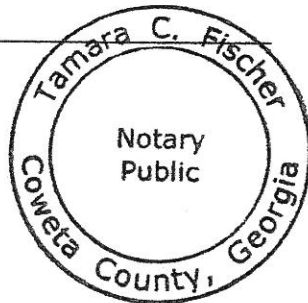


Exhibit A

Legal Description of Property

ALL THAT TRACT OR PARCEL OF LAND LOCATED IN LAND LOT 241, 18TH DISTRICT, DEKALB COUNTY, CITY OF BROOKHAVEN, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION FORMED BY THE NORTHERLY RIGHT-OF-WAY OF PARK AVE (40 FOOT RIGHT-OF-WAY) AND THE WESTERLY RIGHT-OF-WAY OF APPLE VALLEY ROAD (60 FOOT RIGHT-OF-WAY); THENCE ALONG A TIE-LINE NORTH 17°24'49" EAST 366.70 FEET TO A ½ INCH REBAR SET ON THE NORTHERLY LIMIT OF A 10 FOOT ALLEY AND THE WESTERLY RIGHT-OF-WAY OF APPLE VALLEY ROAD, SAID POINT BEING THE POINT OF BEGINNING;

THENCE FROM SAID POINT OF BEGINNING AND DEPARTING THE WESTERLY RIGHT-OF-WAY OF APPLE VALLEY ROAD NORTH 89°16'24" WEST A DISTANCE OF 144.93 FEET ALONG THE NORTHERLY SIDE OF A 10 FOOT ALLEY TO A ½ INCH REBAR SET ON THE EASTERLY RIGHT-OF-WAY OF A NORFOLK SOUTHERN RAILROAD; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY THE FOLLOWING COURSES AND DISTANCES: NORTH 20°07'15" EAST A DISTANCE OF 193.69 FEET TO A POINT; THENCE NORTH 20°47'33" EAST A DISTANCE OF 77.12 FEET TO A POINT; THENCE ALONG A CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 183.75 FEET, A RADIUS OF 2677.10 FEET, A CHORD BEARING OF NORTH 22°37'54" EAST AND A CHORD LENGTH OF 183.71 FEET TO A HALF INCH OPEN TOP PIPE; THENCE NORTH 26°30'30" EAST A DISTANCE OF 242.45 FEET TO A POINT; THENCE DEPARTING SAID RIGHT-OF-WAY SOUTH 65°14'39" EAST A DISTANCE OF 315.06 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY OF APPLE VALLEY ROAD (60 FOOT RIGHT-OF-WAY); THENCE CONTINUING ALONG SAID RIGHT-OF-WAY THE FOLLOWING COURSES AND DISTANCES: SOUTH 42°22'38" WEST A DISTANCE OF 237.83 FEET TO A POINT; THENCE SOUTH 42°46'59" WEST A DISTANCE OF 71.27 FEET TO A POINT; THENCE SOUTH 41°47'21" WEST A DISTANCE OF 211.80 FEET TO A POINT; THENCE ALONG A CURVE TO THE LEFT HAVING AN ARC LENGTH OF 98.91 FEET, A RADIUS OF 286.83 FEET, A CHORD BEARING OF SOUTH 30°21'49" WEST AND A CHORD LENGTH OF 98.42 FEET TO A POINT; THENCE SOUTH 20°07'37" WEST A DISTANCE OF 42.12 FEET TO THE POINT OF BEGINNING.

SAID TRACT OR PARCEL CONTAINS AN AREA OF 142,975 SQUARE FEET
OR 3.282 ACRES

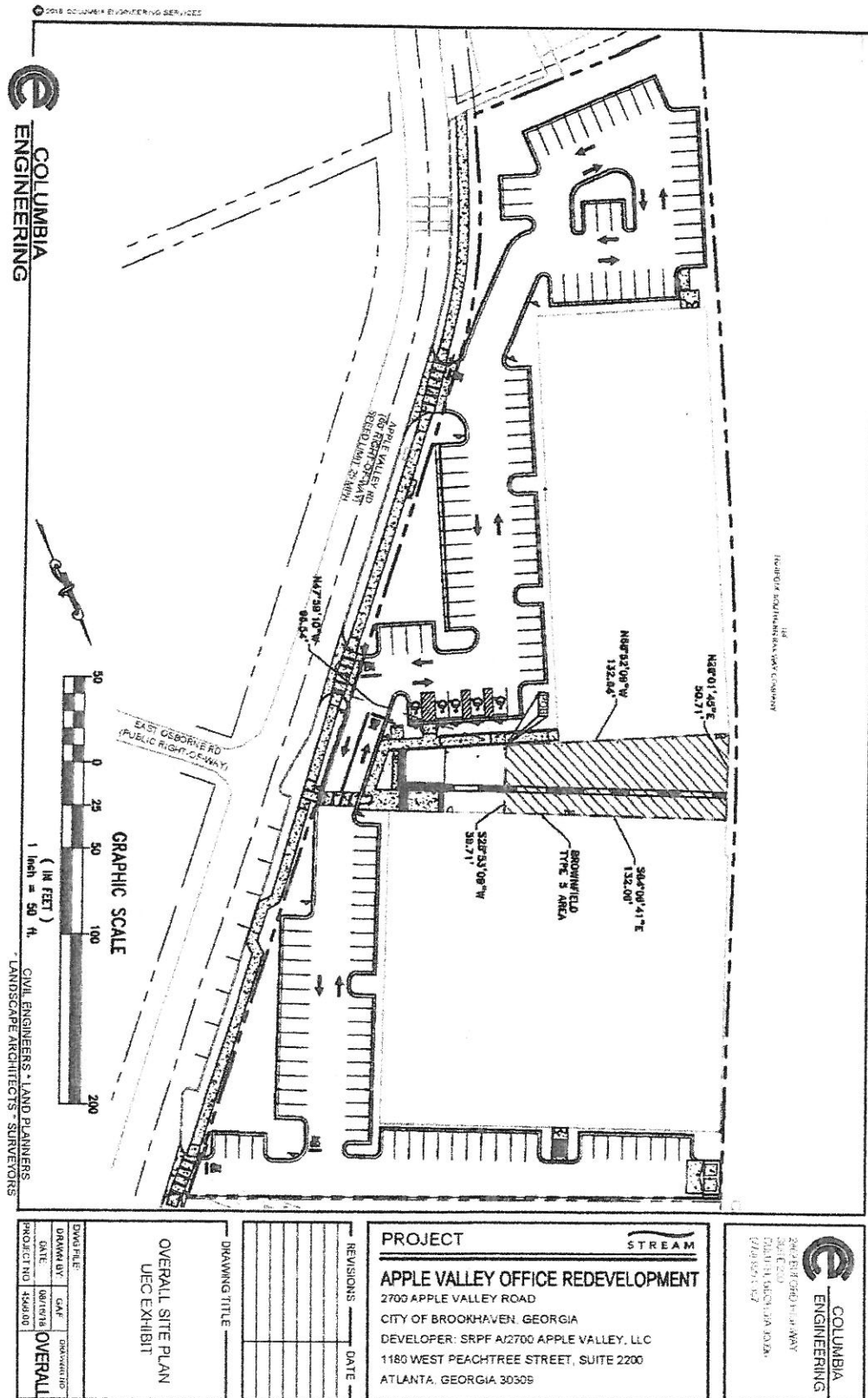


Exhibit B1
 Survey of RUZ

